



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

December 12, 2003
Subject: Augusta
Project No. STP-95-0556(26) E
Pin No. 556.26
Bid Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to your bid package:

In the Contract Agreement, Offer & Award, first page, (both copies) section B, Time. Delete October 22, 2004, and replace with September 17, 2004.

In Special Provision Section 107 "Time", delete October 22, 2004 and replace with September 17, 2004.

Make this change in pen and ink.

Add the attached Special Provision, Section 107 "Time" (Limitation of Operations) and (Supplemental Liquidated Damages) one page, dated December 12, 2003.

Add the attached one page Special Provision "Partnering", dated January 26, 1999.

Please make the following changes to the Plan Sheets:

On sheet number 7 of 123 entitled "General Notes" Under the section "General", note number 4. Delete August 16, 2004 and replace with July 30, 2004. Please add the following: "In the event this area is available sooner, the Contractor will be notified one week in advance of the availability date. See the attached Special Provision Section 107, "Time" (Limitation of Operations) and (Supplemental Liquidated Damages) regarding paving timeframe requirements. The final lift of pavement shall not be placed until the final wearing course on the approach roadway is being placed".



PRINTED ON RECYCLED PAPER

On sheet number 7 of 123 entitled "General Notes" Under the section "General", add the following note number 10.

10. The roadway areas between Sta. 12 + 800 and the river bridge abutment No. 1, and between the river bridge abutment No. 2 and Sta. 13 + 227, will not be available before June 12, 2004. From this date until July 30, 2004 these areas will remain under the control of the Bridge Contractor for staging purposes. The Contractor shall cooperate with the Bridge Contractor to coordinate gravel and paving work in this area.

On sheet number 7 of 123 entitled "General Notes" Under the section "General", add the following note number 11.

11. No access will be permitted to the Contractor to cross the river bridge for non-bridge deck paving work until the first lift of Bridge Paving is in place, and 60m of each approach has at least binder pavement on it.

The Department has received the following questions;

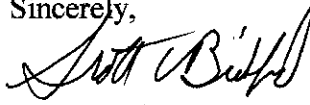
Q) Are 5 sets of replacement parts required for the ET2000, as noted in the 527.303 spec?

R) *Only 1 set of replacement parts are required for this project.*

Q) Can the SKT350 be used instead of the ET2000 item?

R) *The SKT350 Item is considered an equal product to the ET2000 and thus is considered acceptable for use instead of the ET2000.*

Consider these changes before submitting your bid on December 17, 2003.

Sincerely,

for Bruce R. Carter
Contracts Engineer

December 12, 2003

Augusta

STP-0556(26)E

SPECIAL PROVISION

SECTION 107

TIME

(Limitation of Operations)

and

(Supplemental Liquidated Damages)

Once the bridge deck is made available to the Contractor for paving, regardless of the date, the Contractor shall complete, within 21 calendar days, the following work;

- 1) The placement of the bridge deck membrane.
- 2) The first lift of bridge pavement.
- 3) The paving of the entire thickness of the 19.0mm HMA within 60m [200ft] of the bridge on both sides.

Supplemental Liquidated Damages shall be assessed to the Contractor in the amount of \$2,000.00 per day, for each calendar day beyond the 21 days that the above stated work remains incomplete.

Assessments of Supplemental Liquidated Damages shall continue until the bridge deck membrane, the initial course of hot mix asphalt pavement, and the approach paving is complete.

SPECIAL PROVISION PARTNERING

The successful bidder will have the opportunity to enter into a cooperative partnership agreement with the State Department of Transportation for the contract. The objective of this agreement is the effective completion of the work on time and to the standard of quality that will be a source of pride to both the State and the Contractor. The partnering agreement will not affect the terms of the contract. It is intended only to establish an environment of cooperation between the parties. If the partnering agreement is accepted.

1. Contractor shall select and provide a third-party facilitator to conduct the team building workshop for the Contractor and Department personnel. Facilitator selection shall require Department concurrence. The cost for the facilitator and his associated expenses will be shared equally by the Department on the next monthly estimate, following receipt of invoice(s) from the Contractor, on an extra work basis.
2. Contractor and Department will exchange lists of the key personnel to be participants in the workshop. The list will contain the name and job title of each person, a contact phone number, and the address for job related correspondence.
3. The Contractor shall select the location and make all arrangements for space as required by facilitator, and for any meals required. This cost to be shared equally.
4. A working arrangement for the partnership will be agreed upon in writing at the workshop. The arrangement will set out the mutually recognized goals and expectation of the parties.
5. The Contractor and the Department agree to make an effort to maintain identified key personnel assigned to the work for its duration. A timely notice by each shall be given if changes by either must be made.
6. Project issues shall be processed in the manner agreed upon by the parties during the orientation.
7. Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the Contractor and the Department.
8. The Partnering Agreement is not intended to be a legal document. Failure by either party to follow the process identified will not be grounds for any claim under the contract.
9. ARE YOU INTERESTED IN THIS OPPORTUNITY? YES _____ NO _____